



HOLTVILLE UNIFIED SCHOOL DISTRICT

621 E. Sixth Street, Holtville, Ca. 92250

(760) 356-2974 (760) 356-4936 fax

www.holtville.k12.ca.us

Petition for Waiver

December 21st, 2011

Contact Name:

Mitchell Drye

Holtville Unified School District

621 East 6th Street

Holtville, CA 92250

Applicant:

Holtville Unified School District

Billed Entity Number: 143702

Service Provider SPIN #: 143002665

Form 471 Application Number: 804960

Funding Request Number: 2182389

Funding Year 14: 7/1/2011 – 06/30/2012

We are appealing the Funding Decision Commitment Letter Dated September 7th, 2011 under special circumstances because the funding was based on factors related to an existing 470, when in fact this was a CALNET contract and we only found out after the fact that CALNET chose to exercise its extensions. In addition, we supplied the information that is stated in the attached notation; "Applicant has not provided sufficient documentation needed to determine the eligibility of the following item (s): Voice and documentation needed to Contract Violation: DR1: FCC Rules require evidence to support services requested under the 471 for the products/services requested. This requirement was not met". (See attachment A). In fact this was met; the document was sent with the long distance request, a part of the original unit but missed during review. We found out after the fact, that CALNET exercised its option.

Compounding the denial as well as the failure to respond in the required 60 days "special circumstances" is the fact that a couple of our 471 application numbers were transposed by the USAC and we confused this one with one of the ones that was an error. The data was sent, in response to the request, since the same evidence was required for "Long Distance". How could one part, needing the same information as the other part be approved under the request and yet the second part was not? The answer is that there was some confusion with the transposing of the numbers by USAC during the process. This issue along with the fact CALNET exercised its extension made for a very confusing situation.

Our appeal is to request a waiver by the FCC even though we exceeded our 60 day response window, eliminating our opportunity to clear this up with USAC under the explanation of evidence that the

necessary documents were provided because the same information was sent for the "Long Distance" portion but were excluded because of the error in the transposing of number as it relates to a couple of my 471 application numbers in addition to the late notification to HUD of the CALNET extension.

Explanation:

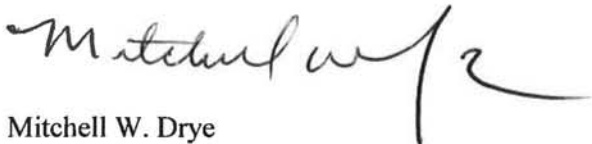
Holtville is requesting the waiver of the FCC requirement as this was an administrative error as well as confusion caused by USAC to the process and did not include any Waste, Fraud or Abuse of E-Rate.

Holtville has been participating in the E-Rate program since 1998 and has filed correctly in the past. We are a small district in the Southern California Imperial Valley. Due to the size of our District personnel perform multiple functions and have broad duties. Mitchell Drye is responsible for E-Rate for the district in addition to his other duties. For the funding request in question, all rules for the posting of the 470, allowable contract dates, responses and decision making were followed, the lowest cost proposal was accepted and the 471 was filed in window.

In another words, the FCC's competitive bidding and procurement rules and regulations were all followed.

See attached the original CALNET contracts.

Respectfully submitted



Mitchell W. Drye
Director of Technology and Projects

Board of Trustees

Kevin Grizzle John Hawk Ben Abatti, Jr. Matthew Hester Jared Gerewal



USAC

Universal Service Administrative Company
Schools and Libraries Division

Correspondence Unit

30 Lanidex Plaza West

PO Box 685

Parsippany, NJ 07054-0685

TIME SENSITIVE MATERIAL

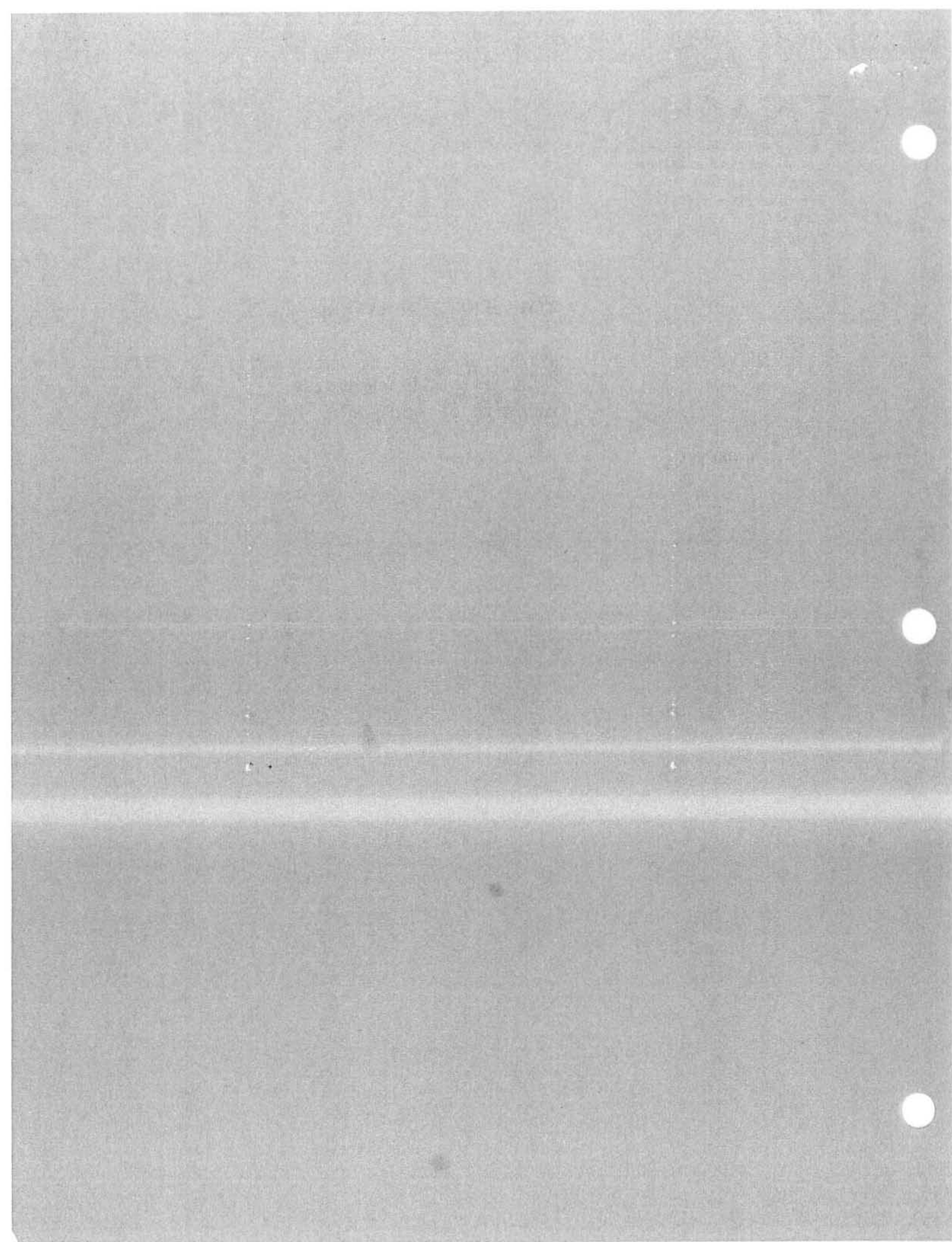
00276

Mitchell W. Drye

HOLTVILLE UNIFIED SCHOOL DIST

621 E 6TH ST

HOLTVILLE, CA 92250-1450





Schools and Libraries Division

FUNDING COMMITMENT DECISION LETTER
(Funding Year 2011: 07/01/2011 - 06/30/2012)

September 7, 2011

Mitchell W. Drye
HOLTVILLE UNIFIED SCHOOL DIST
621 E 6TH ST
HOLTVILLE, CA 92250-1450

Re: Form 471 Application Number: 804960
Billed Entity Number (BEN): 143702
Billed Entity FCC RN: 0006875140
Applicant's Form Identifier: None entered

Anthony Case 22-303816
www.usac.sl.org
Appeal
(FCC)

Thank you for your Funding Year 2011 application for Universal Service Support and for any assistance you provided throughout our review. The current status of the funding request(s) in the Form 471 application cited above and featured in the Funding Commitment Report(s) (Report) at the end of this letter is as follows.

- The amount, \$781.27 is "Approved."
- The amount, \$24,371.28 is "Denied."

Please refer to the Report following this letter for specific funding request decisions and explanations. The Universal Service Administrative Company (USAC) is also sending this information to your service provider(s) so preparations can begin for implementing your approved discount(s) after you file FCC Form 486, Receipt of Service Confirmation Form. A guide that provides a definition for each line of the Report is available in the Reference Area of our website.

NEXT STEPS

- Work with your service provider to determine if you will receive discounted bills or if you will request reimbursement from USAC after paying your bills in full
- Review technology planning approval requirements
- Review CIPA requirements
- File Form 486
- Invoice USAC using the Form 474 (service provider) or Form 472 (Billed Entity applicant) - as products and services are being delivered and billed

TO APPEAL THIS DECISION:

You have the option of filing an appeal with the SLD or directly with the Federal Communications Commission (FCC).

If you wish to appeal a decision in this letter to USAC, your appeal must be received by USAC or postmarked within 60 days of the date of this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. In your letter of appeal:

1. Include the name, address, telephone number, fax number, and (if available) email address for the person who can most readily discuss this appeal with us.
2. State outright that your letter is an appeal. Include the following to identify the letter and the decision you are appealing:
 - Appellant name,
 - Applicant name and service provider name, if different from appellant,
 - Applicant BEN and Service Provider Identification Number (SPIN),
 - Form 471 Application Number 804960 as assigned by USAC,
 - "Funding Commitment Decision Letter for Funding Year 2011," AND

Schools and Libraries Division - Correspondence Unit
30 Lanidex Plaza West, PO Box 685, Parsippany, NJ 07054-0685
Visit us online at: www.usac.org/sl

- The exact text or the decision that you are appealing.
- 3. Please keep your letter to the point, and provide documentation to support your appeal. Be sure to keep a copy of your entire appeal, including any correspondence and documentation.
- 4. If you are the applicant, please provide a copy of your appeal to the service provider(s) affected by USAC's decision. If you are the service provider, please provide a copy of your appeal to the applicant(s) affected by USAC's decision.
- 5. Provide an authorized signature on your letter of appeal.

To submit your appeal to USAC by email, email your appeal to appeals@sl.universalservice.org. USAC will automatically reply to incoming emails to confirm receipt.

To submit your appeal to USAC by fax, fax your appeal to (973) 599-6542.

To submit your appeal to USAC on paper, send your appeal to:

Letter of Appeal
Schools and Libraries Division - Correspondence Unit
30 Lanidex Plaza West
PO Box 685
Parsippany, NJ 07054-0685

If you wish to appeal a decision in this letter to the FCC, you should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. Your appeal must be received by the FCC or postmarked within 60 days of the date of this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. We strongly recommend that you use the electronic filing options described in the "Appeals Procedure" posted in the Reference Area of our website. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554.

OBLIGATION TO PAY NON-DISCOUNT PORTION

Applicants are required to pay the non-discount portion of the cost of the products and/or services to their service provider(s). Service providers are required to bill applicants for the non-discount portion. The FCC stated that requiring applicants to pay their share ensures efficiency and accountability in the program. If USAC is being billed via the FCC Form 474, the service provider must bill the applicant at the same time it bills USAC. If USAC is being billed via the FCC Form 472, the applicant pays the service provider in full (the non-discount plus discount portion) and then seeks reimbursement from USAC. If you are using a trade-in as part of your non-discount portion, please refer to our website for more information.

NOTICE ON RULES AND FUNDS AVAILABILITY

Applicants' receipt of funding commitments is contingent on their compliance with all statutory, regulatory, and procedural requirements of the Schools and Libraries Program. Applicants who have received funding commitments continue to be subject to audits and other reviews that USAC and/or the FCC may undertake periodically to assure that funds that have been committed are being used in accordance with all such requirements. USAC may be required to reduce or cancel funding commitments that were not issued in accordance with such requirements, whether due to action or inaction, including but not limited to that by USAC, the applicant, or the service provider. USAC, and other appropriate authorities (including but not limited to the FCC), may pursue enforcement actions and other means of recourse to collect improperly disbursed funds. The timing of payment of invoices may also be affected by the availability of funds based on the amount of funds collected from contributing telecommunications companies.

Schools and Libraries Division
Universal Service Administrative Company

FUNDING COMMITMENT REPORT
Billed Entity Name: HOLTVILLE UNIFIED SCHOOL DIST
BEN: 143702
Funding Year: 2011

Comment on RAL corrections: The applicant did not submit any RAL corrections.

Form 471 Application Number: 804960
Funding Request Number: 2182389
Funding Status: Not Funded
Category of Service: Telecommunications Service
Form 470 Application Number: 267290000544188
SPIN: 143002665
Service Provider Name: Pacific Bell Telephone Company
Contract Number: calnet2MSA-1
Billing Account Number: 760-356-2974
Multiple Billing Account Numbers: Y
Service Start Date: 07/01/2011
Service End Date: N/A
Contract Award Date: 01/22/2008
Contract Expiration Date: 01/29/2014
Shared Worksheet Number: 1342910
Number of Months Recurring Service Provided in Funding Year: 12
Annual Pre-discount Amount for Eligible Recurring Charges: \$27,079.20
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$27,079.20
Discount Percentage Approved by the USAC: 90%
Funding Commitment Decision: \$0.00 - Insufficient documentation
Funding Commitment Decision Explanation: DR1: Applicant has not provided sufficient documentation needed to determine the eligibility of the following item(s): Voice and data services and regular fees and surcharges

FCDL Date: 09/07/2011
Wave Number: 012
Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2012
Consultant Name:
Consultant Number (CRN):
Consultant Employer:

FUNDING COMMITMENT REPORT
Billed Entity Name: HOLTVILLE UNIFIED SCHOOL DIST
BEN: 143702
Funding Year: 2011

Comment on RAL corrections: The applicant did not submit any RAL corrections.

Form 471 Application Number: 804960
Funding Request Number: 2182414
Funding Status: Funded
Category of Service: Telecommunications Service
Form 470 Application Number: 267290000544188
SPIN: 143001192
Service Provider Name: AT&T Corp.
Contract Number: Calnet2MSA2
Billing Account Number: 760-356-2974
Multiple Billing Account Numbers: Y
Service Start Date: 07/01/2011
Service End Date: N/A
Contract Award Date: 02/04/2009
Contract Expiration Date: 01/29/2014
Shared Worksheet Number: 1342910
Number of Months Recurring Service Provided in Funding Year: 12
Annual Pre-discount Amount for Eligible Recurring Charges: \$868.08
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$868.08
Discount Percentage Approved by the USAC: 90%
Funding Commitment Decision: \$781.27 - FRN approved as submitted

FCDL Date: 09/07/2011
Wave Number: 012
Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2012
Consultant Name:
Consultant Number (CRN):
Consultant Employer:

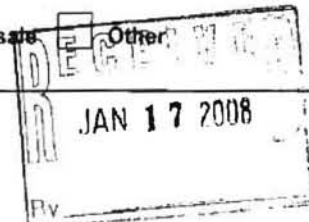


BCS: Submit with all contracts EBS: Submit with all S & B contracts

See page 2 for contract submission address & other information

* Required Information -- Contract can not be processed if required fields are not filled out.

Customer Required Information			
*Customer's Legal Name	Holville Unified School District		
* Customer's Billing or Service Address	621 East Sixth St.		
* Customer's Billing or Service City, State, ZIP Code	City : Holtville	State: CA	*ZIP Code: 92250-1450
Contract Required Information			
* Master BTN (with customer code)	760 - 356 - 2926 - 893		*eCRM Opportunity ID Soda ID (MW only)
* Customer Signature Name		Title:	Customer Signature Date:
* Contract Product/Products Sold			Promotion Code/Promotion Name
* Contract Revenue Commitment (enter monthly or annual and term)	\$ /monthly \$ /annually		Term Length: (in months)
* Type of Sale	<input type="checkbox"/> New <input checked="" type="checkbox"/> Retention <input type="checkbox"/> Winback <input type="checkbox"/> Save <input type="checkbox"/> Renewal <input type="checkbox"/> Replace <input type="checkbox"/> Upgrade		
Additional Information	Calnet 1 to Calnet 2 transition		
* Sales Channel Required Information			
* Contact/Originator:	Tom Holland		Title: SAM ATTUID: th6341
* Telephone Number	619 - 237 - 3978		SSM Unique ID: Socc
Mail Original Contract Back To This AT&T Employee: (include name and complete address)	Name: Tom Holland Address: 101 W. Broadway, Room 370 City, State, ZIP: San Diego, CA 92101		
Non-AT&T Email Address for Notification (external agent)			Fax Approved Contract to: (fax number required)
* Sales Person Name	Name: Tom Holland Title: Sam ATTUID: th6341		* SCVP: Ken Harth * Sales Manager: Gordon Moss
* Additional Sales Team Name (for informational purposes only)	Name: Antonia Daubek Title: TSC ATTUID: ad1672		If custom contract * BDM:
* EBS Contract Specialist Info (copy on all ECATS notifications)	CS ATTUID:		CS Name:
Solution Provider Sale? Yes No X	SP Firm Name: N/A		If SP sale, please indicate whether BCS or EBS and segment
* EBS Sales Channel Segment	<input type="checkbox"/> Select Silver (SR) <input type="checkbox"/> Select Gold (GD) <input type="checkbox"/> Government (FD) <input type="checkbox"/> Premier Client Group (PG) <input type="checkbox"/> Signature Client Group (AS)		
* BCS Sales Channel Segment PID (SW only)	<input type="checkbox"/> Majors (BM) <input checked="" type="checkbox"/> GEM (GE) <input type="checkbox"/> VALUED (VA) <input type="checkbox"/> OOR (OO)		
* BCS Sales Channel Region	<input type="checkbox"/> Midwest <input type="checkbox"/> Southwest <input checked="" type="checkbox"/> West <input type="checkbox"/> East <input type="checkbox"/> Southeast		Sales Channel Other than BCS/EBS <input type="checkbox"/> Wholesale <input type="checkbox"/> Other



STATE OF CALIFORNIA TELECOMMUNICATIONS SERVICE REQUEST (Attach additional information as needed)				1. AGENCY REQUEST NO.
2. REQUEST IS FOR:				3. DATE
<input checked="" type="checkbox"/> SERVICE <input type="checkbox"/> EQUIPMENT (needs a Form 65) <input type="checkbox"/> OTHER				
4. AGENCY INFORMATION	Agency Name Holtville Unified School District		DIVISION, BUREAU, ETC.	PERSON TO CONTACT FOR ACCESS
	E-MAIL ADDRESS		TELEPHONE NO. ()	FAX NO. ()
	ADDRESS OF <u>PRESENT</u> SERVICE (Include City, Zip Code, Room #s) 621 East Sixth St. Holtville, CA 92250-1450		ADDRESS OF <u>REQUESTED</u> SERVICE (Include City, Zip Code, Room #s) District-wide as needed	
	BILLING ADDRESS (Include City, Zip Code, Room #s) Same		C60 Account Number	
	TELEPHONE NUMBER(S) INVOLVED	UTILITY PRIMARY BILL NO.	REQUESTED DATE OF SERVICE	GENERAL SERVICES AGENCY CODE
5. ELIGIBILITY	<input type="checkbox"/> STATE AGENCY <input type="checkbox"/> NON-PROFIT & TAX-SUPPORTED <input checked="" type="checkbox"/> LOCAL GOVERNMENT (i.e. city, county)			
	<input type="checkbox"/> FEDERAL <input type="checkbox"/> JOINT POWERS AGREEMENT			
6. CHECK TYPE OF REQUEST (Describe in Section 7)	<input checked="" type="checkbox"/> BUSINESS SERVICE <input type="checkbox"/> SINGLE LINE <input type="checkbox"/> KEY SYSTEM <input type="checkbox"/> PBX <input type="checkbox"/> TRUNKS		<input checked="" type="checkbox"/> CENTREX SERVICE <input type="checkbox"/> SINGLE LINE (s) <input type="checkbox"/> ISDN (Integrated Services Digital Network) <input type="checkbox"/> ACD (Automatic Call Distribution)	
	<input checked="" type="checkbox"/> DATA SERVICE		<input type="checkbox"/> CALNET CALLING CARD (Include TD-907)	
	<input type="checkbox"/> CELLULAR TELEPHONE		<input checked="" type="checkbox"/> LONG DISTANCE SERVICE	
	<input type="checkbox"/> DGS-TD MASTER CONSULTING CONTRACT		<input checked="" type="checkbox"/> LOCAL TOLL SERVICE	
			<input type="checkbox"/> OTHER (Please Describe)	
7. ADDITIONAL INFORMATION	BRIEFLY DESCRIBE <u>PRESENT</u> SERVICE (Attach page as needed) Calnet 1 Voice and Data Services		BRIEFLY DESCRIBE SERVICE REQUESTED (Attach page as needed.) Voice and data services as needed	
	SERVING UTILITY AT&T			
	TOTAL COST OF REQUESTED SERVICE		METHOD OF ACQUISITION	
	RECURRING	NON-RECURRING	<input type="checkbox"/> PURCHASE <input type="checkbox"/> RENT	<input type="checkbox"/> INSTALLMENT PURCHASE <input type="checkbox"/> OTHER (Describe)
8. CATR/ATR INFORMATION	NAME (PLEASE PRINT) Juan Leal		E-MAIL ADDRESS jleale@holtville.k12.ca.us	
	ADDRESS 621 E. Sixth St. Holtville, Ca. 92250		TELEPHONE NO. CALNET:	
	CITY Holtville,		STATE Ca.	
	ZIP CODE 92250		PUBLIC: (760) 356-2974	
TITLE Project Director		DATE 12-20-07		
SIGNATURE This request complies with SAM Chapter 4500, and state telecommunications policies. Patricia Salcido				

✓ J. Leal

EXHIBIT A-2 Universal Service Fund (E-Rate)**20080122-0387****AUTHORIZATION TO ORDER UNDER STATE CONTRACT**

SBC Global Services, Inc. dba AT&T Global Services on behalf of Pacific Bell Telephone Company dba AT&T California ("AT&T") ("Contractor") and the State of California ("State") have entered into a Contract for California Integrated Information Network (CALNET) II ("CALNET II") Module 1 Services dated January 30, 2007 ("Contract"), for a term of five years. The State may, at its sole option, elect to extend the Contract term for up to two (2) additional periods of one (1) year each. Pursuant to the Contract, which is incorporated herein by reference, any public agency as defined in Government Code Section 11541 is allowed to order services and products solely as set forth in the Contract ("Service(s)").

A non-State public Agency (herein "Non-State Agency") shall also be required to complete and submit this Authorization to Order Under State Contract (ATO) prior to ordering Services. A description of the Service(s), applicable rates and charges and the specific terms and conditions under which the Service(s) will be provided to a Non-State Agency are fully set forth in the Contract. Access to the Contract is available at www.stnd.dts.ca.gov.

Holtville Unified School District ("Non-State Agency") desires to order Service(s) and Contractor agrees to provide such Service(s) as identified in the State of California, Telecommunications Service Request (STD. 20), pursuant to the terms and conditions and rate tables contained in the Contract. Customer intends to seek Universal Service Funding (E-Rate) for eligible services provided under this ATO.

1. This ATO shall become effective upon execution by Non-State Agency, Contractor, and the Department of Technology Services, Statewide Telecommunications and Network Division (DTS/STND) ("Effective Date"). No Service(s) shall be ordered by Non-State Agency or provided by Contractor until this ATO has been executed by both parties and approved by DTS/STND. The Service(s) ordered under this Authorization to Order shall commence on July 1, 2008 ("Service Date"). Upon the Service Date, this ATO supersedes and replaces all the existing serving arrangements between Contractor and Customer for the Service(s) being ordered under this ATO.
2. With respect to Services ordered under this ATO, Non-State Agency hereby agrees to obtain such Services exclusively through the Contract and this ATO for a two (2) year commitment period starting from the Effective Date of the ATO, provided that such commitment does not extend beyond the Term of the Contract, including any extension periods. Any Services ordered subsequent to the end of the two (2) year commitment period shall not extend the two (2) year commitment period.
3. Upon expiration of the two (2) year commitment period, this ATO shall continue in effect through the remainder of the Term of the Contract, unless earlier terminated by Non-State Agency. The Non-State Agency will automatically continue to receive Services at Contract terms and conditions when the two year commitment period completes, and may add, delete or change Services without penalty or additional commitment periods (unless a specific Service requires a term per the Contract).

4. Subject to paragraph 5 below, Non-State Agency may terminate this ATO, for specific Service(s) or in total, prior to termination of the Contract by providing the Contractor with thirty (30) calendar days written notice of cancellation.
5. If Non-State Agency elects to terminate Service prior to completion of the two (2) year commitment period, a termination charge may apply. The termination charge may not exceed sixty-five percent (65%) of the Non-State Agency's average monthly bill for the disconnected Service(s) multiplied by the number of full months remaining in the two (2) year commitment period. If Service(s) are terminated after the two (2) year commitment period, no termination liability shall apply.
6. No termination charge will be assessed when Non-State Agency transfers Service(s) to a like Service offered under this Contract, or from one CALNET II Module to another, if the Contractor is the same for both Modules or is affiliated with the Contractor for the other Module.
7. By executing this ATO, Non-State Agency agrees to subscribe to and Contractor agrees to provide Service(s) in accordance with the terms and conditions of this ATO and the Contract. Within seven (7) business days after execution of this ATO by Non-State Agency and Contractor, Contractor shall deliver this ATO to DTS/STND for review and approval.
8. The DTS/STND will provide Contract management and oversight, and upon request by the Non-State Agency or Contractor, will advocate to resolve Contract service issues. The ATO and any resulting STD. 20 is a Contract between the Non-State Agency and the Contractor. The State will not represent the Non-State Agency in resolution of litigated disputes between the parties.
9. Non-State Agency, upon execution of this ATO, certifies that Non-State Agency understands that Contractor and the State may, from time to time and without Non-State Agency's consent, amend the terms and conditions of the Contract thereby affecting the terms of service Non-State Agency receives from Contractor.
10. Non-State Agency, upon execution of this ATO, certifies that Non-State Agency has reviewed the terms and conditions, including the rates and charges, of the Contract.
11. Non-State Agency, upon execution of this ATO, certifies the Non-State Agency understands that billing invoices for Service(s) subscribed to under the Contract are subject to review and/or audit by the State pursuant to provisions of the Contract.
12. All Service(s) ordered under this ATO will be submitted using the STD. 20, signed by the Non-State Agency's authorized signatory. Any additions or deletions to Service(s) shall likewise be accomplished by submission of a STD. 20, noting changes.
13. Non-State Agency may, by placing Service orders issued by its duly authorized representative with Contractor, order any of the Service(s) listed in the Contract. Contractor shall bill Non-State Agency, and Non-State Agency shall pay Contractor according to the terms and conditions and rate tables set forth in the Contract for such Service(s).
14. If the Service(s) ordered under a STD. 20 are installed, and after the first fiscal year funds are not appropriated to enable the Non-State Agency to continue paying for services, or universal service

discounts are not received, the Non-State Agency may terminate impacted Service(s) without penalty.

15. Whenever any notice or demand is to be given under this Contract to Contractor or Non-State Agency, the notice shall be in writing and addressed to the following: